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Co-counsel for Magna Trust Company, Trustee

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:

CIRCUIT CITY STORES, INC., *et al.*,

Debtors.

Case No. 08-35653-KRH
Chapter 11
Jointly Administered

**RESPONSE AND OPPOSITION TO LIQUIDATING TRUST'S NINTH
OMNIBUS OBJECTION TO LANDLORD CLAIMS SEEKING TO REDUCE
CLAIMS 12673 AND 13763 FILED BY MAGNA TRUST COMPANY**

Magna Trust Company¹, Trustee ("Magna Trust"), having filed a proof of claim identified and included in the above captioned *Liquidating Trust's Ninth Omnibus Objection to Landlord Claims* (the "Objection"), does hereby oppose and respond, as set forth below:

1. Circuit City Stores, Inc. and certain of its affiliated entities (collectively, "Debtors") filed a petition for relief on or about November 10, 2008 ("Petition Date").

¹ Magna Trust Company merged into Regions Bank subsequent to the execution of the below mentioned Lease, and, as a result Regions Bank served as trustee of this Illinois title holding land trust up until June 30, 2009, when, by way of Trustee's Deed, Regions Bank conveyed the property commonly known as 3051 West Wabash Ave, Springfield, IL to SWP Wabash Properties, I, LLC, an Illinois Limited Liability Company.

After the Petition Date, Debtors continued to be in possession of and to operate their business.

2. Pursuant to a Lease Agreement dated March 8, 1995 between Circuit City Stores, Inc. and Magna Trust Company, Trustee, under Trust Agreement dated January 26, 1995 and known as Trust No. 01-90-0182-00 (the "Lease"), Circuit City Stores, Inc. leased from Magna Trust real property located at the Southwest Plaza Shopping Center, Springfield, Illinois, as more fully defined in the Lease.

3. On or about January 30, 2009, Magna Trust filed a proof of claim, number 8959 (the "First Claim"), setting forth a general unsecured claim in the amount of \$59,747.88 representing sums due under the Lease prior to the Petition Date. A copy of the Pre-petition Claim is attached as **Exhibit A**.

4. On or about June 22, 2009, Magna Trust filed a proof of claim, number 13763 (the "Administrative Claim"), pursuant to 11 U.S.C. §§ 365(d)(3), 503(b) and 507(a)(2) and the Order Setting Administrative Bar Date and Procedures for filing and Objecting to Administrative Expense Requests entered by this Court on May 15, 2009 [Docket No. 3354], setting forth an administrative priority claim for post-petition amounts due from the Debtor pursuant to the Lease totaling \$70,137.54. A copy of the Administrative Claim without exhibits is attached as **Exhibit B**.

5. Magna Trust had also filed both a general unsecured claim and administrative claim on April 28, 2009, number 12673 (the "General Unsecured Claim"). A copy of the supporting attachment to the General Unsecured Claim is attached as **Exhibit C**.

6. The Objection seeks to expunge the First Claim as it was amended by the Administrative Claim. To the extent the objection does not seek to alter the timeliness of the Administrative Claim, Magna Trust does not object to this relief.

7. The Objection further seeks to modify the General Unsecured Claim to exclude those administrative claims as “subsumed” into the Administrative Claim. To the extent the objection does not seek to alter the timeliness of the Administrative Claim, Magna Trust does not object to this relief.

8. The Objection seeks to further modify the General Unsecured Claim by \$1,354.07 of “overstated prepetition rent.” This appears to be approximately one day’s rent, and Magna Trust states that, to the extent such calculation is not pre-petition, but instead post-petition stub rent, such amount should be included as an administrative expense. Accordingly, the rent calculation as set forth in the General Unsecured Claim is outlined with dates and amounts, and states that these reflect the landlord’s calculations. To the extent the Debtor’s books do not equal these calculations, Magna Trust demands strict proof thereof.

9. The Objection also seeks to modify the General Unsecured Claim by reduction of \$7,278.57 of “other damages and repairs.” This mischaracterizes the claim, as this amount was a balance forward on the rental account – a pre-petition amount owed and never paid. The attachments to Exhibit A reflect this amount and to the extent the Debtor’s books do not equal these calculations, Magna Trust demands strict proof thereof.

10. The Objection to the Administrative Claim cites two issues: (i) the CAM calculation and (ii) attorney’s fees. The CAM calculation is a pro rata estimate based

upon amounts known at the time. Such amounts are set forth in the claim and to the extent the Debtor's books do not equal these calculations, Magna Trust demands strict proof thereof. Under the terms of the Lease, the Debtors were required to pay to Magna Trust the following: base minimum monthly rent, taxes, common area maintenance charges, insurance and other costs and charges. *See, e.g.*, Lease ¶ 4, 7, and 9. In addition, pursuant to paragraph 36(e) of the Lease, Debtors are obligated to pay attorneys' fees and costs incurred by Magna Trust in defending its rights under the Lease. The amount of fees are set forth in the claim, and the grounds of objection to the fees are simply unstated. Magna Trust demands specific grounds for the proposed reduction of these claims.

11. Based on the above, the Objection should be denied, without further expense, time and effort to the claimant and to the estates of these Debtors.

WHEREFORE, Magna Trust respectfully requests that this Court deny the relief requested in the Objection as it relates to the Claims in its entirety; require Debtors to amend their erroneous classification of the Claims; and such other and further relief as is just and proper.

Dated: Richmond, Virginia
April 6, 2011

Respectfully submitted,

/s/ Kimberly A. Pierro

KUTAK ROCK LLP

Peter J. Barrett (Va. Bar No. 46179)

Kimberly A. Pierro (Va. Bar No. 71362)

1111 East Main Street, Suite 800

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Emily B. Cour, Esq.

Suite 800 Illinois Building

P.O. Box 5131

Springfield, Illinois 62705

Telephone: 217-544-1144

*Co-counsel for Magna Trust Company,
Trustee*

CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury that on April 6, 2011, a true and exact copy of the foregoing was served via ECF notification to the following:

Jeffrey N. Pomerantz, Esq.
Andrew W. Caine, Esq.
Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Boulevard
Los Angeles, CA 90067-4100

Lynn L. Tavenner, Esq.
Paula S. Beran, Esq.
Tavenner & Beran, PLC
20 North Eighth Street, 2nd Floor
Richmond, VA 23219

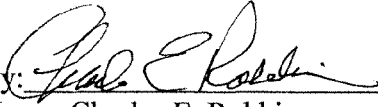
/s/ Kimberly A. Pierro
Counsel

DECLARATION

I declare under penalty of perjury and pursuant to 28 U.S.C. § 1746 that to the best of my knowledge the foregoing is true and correct.

Dated: April ^{6th}, 20011

**SWP WABASH PROPERTIES I, LLC, an
Illinois limited liability company, successor to
REGIONS BANK, N.A. (f/k/a Magna Trust
Company), Trustee**

By: 
Name: Charles E. Robbins
Title: Manager

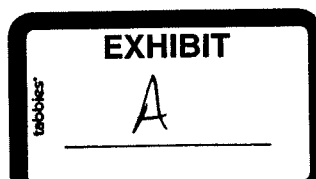
The Debtor has listed your claim on Schedule F as a General Unsecured claim in the amount of \$40,622.26. If you agree with this characterization and amount, you do not need to complete and return this form. If you disagree, please complete and return this form accordingly.

U.S. (Official Form 10) (12/07)

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA		PROOF OF CLAIM
<p>Debtor against which claim is asserted: (Check only <u>one</u> box below:)</p> <p><input checked="" type="checkbox"/> Circuit City Stores, Inc. (Case No. 08-35653) <input type="checkbox"/> CC Distribution Company of Virginia, Inc. (Case No. 08-35659) <input type="checkbox"/> Abbott Advertising, Inc. (Case No. 08-35665)</p> <p><input type="checkbox"/> Circuit City Stores West Coast, Inc. (Case No. 08-35654) <input type="checkbox"/> Circuit City Stores PR, LLC (Case No. 08-35660) <input type="checkbox"/> Mayland MN, LLC (Case No. 08-35666)</p> <p><input type="checkbox"/> InterTAN, Inc. (Case No. 08-35655) <input type="checkbox"/> Circuit City Properties, LLC (Case No. 08-35661) <input type="checkbox"/> Patapasco Designs, Inc. (Case No. 08-35667)</p> <p><input type="checkbox"/> Ventoux International, Inc. (Case No. 08-35656) <input type="checkbox"/> Orbyx Electronics, LLC (Case No. 08-35662) <input type="checkbox"/> Sky Venture Corporation (Case No. 08-35668)</p> <p><input type="checkbox"/> Circuit City Purchasing Company, LLC (Case No. 08-35657) <input type="checkbox"/> Kinzer Technology, LLC (Case No. 08-35663) <input type="checkbox"/> XSstuff, LLC (Case No. 08-35669)</p> <p><input type="checkbox"/> CC Aviation, LLC (Case No. 08-35658) <input type="checkbox"/> Courchevel, LLC (Case No. 08-35664) <input type="checkbox"/> PRAHS, INC. (Case No. 08-35670)</p>		
<p>NOTE: This form should not be used to make a claim for administrative expenses arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).</p>		
<p>Name of Creditor (the person or other entity to whom the debtor owes money or property):</p> <p>MAGNA TRUST COMPANY TRUSTEE</p>		<p><input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.</p> <p>Court Claim Number: _____ (If known)</p> <p>Filed on: _____</p>
<p>Name and address where notices should be sent:</p> <p>NameID: 4980969 PackID: 396533</p> <p>MAGNA TRUST COMPANY TRUSTEE C/O CIRCUIT CITY PARTNERSHIP 2144 S MACARTHUR BLVD SPRINGFIELD IL 62704</p> <p>Telephone number: _____</p>		
<p>Name and address where payment should be sent (if different from above):</p> <p>Telephone number: _____</p>		<p><input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.</p> <p><input type="checkbox"/> Check this box if you are the debtor or trustee in this case.</p>
<p>1. Amount of Claim as of Date Case Filed: <u>\$59,747.88</u></p> <p>If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.</p> <p>If all or part of your claim is entitled to priority, complete item 5.</p> <p><input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.</p>		<p>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.</p> <p>Specify the priority of the claim.</p> <p><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtors business, whichever is earlier — 11 U.S.C. § 507(a)(4).</p> <p><input type="checkbox"/> Contributions to an employee benefit plan — 11 U.S.C. § 507(a)(5).</p> <p><input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use — 11 U.S.C. § 507(a)(7).</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units — 11 U.S.C. § 507(a)(8).</p> <p><input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).</p> <p>Amount entitled to priority: \$ _____</p> <p><small>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment</small></p>
<p>2. Basis for Claim: <u>unpaid rent (unexpired lease—see attached)</u> (See instruction #2 on reverse side.) <u>CAM charges, Insurance and Expenses</u></p>		
<p>3. Last four digits of any number by which creditor identifies debtor: _____</p> <p>3a. Debtor may have scheduled account as: <u>see attachment</u> (See instruction #3a on reverse side.)</p>		
<p>4. Secured Claim (See instruction #4 on reverse side.)</p> <p>Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.</p> <p>Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other</p> <p>Describe: _____</p> <p>Value of Property: \$ _____ Annual Interest Rate: _____%</p> <p>Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____</p> <p>Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____</p>		
<p>6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.</p> <p>7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)</p> <p>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</p> <p>If the documents are not available, please explain: _____</p>		
<p>Date: <u>1/29/09</u></p> <p>Signature: the person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.</p> <p><i>Charles E. Reel</i></p>		<p>FOR COURT USE ONLY</p>

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

MasterCode: 10170361



0835653081218074110173170

B 10 (Official Form 10) (12/07)- Cont.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim.

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien

documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §§ 507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim form is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §§ 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgement of Filing a Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or to view your filed proof of claim you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

Magna Trust Company Trustee

Attachment 1

Proof of Claim

2. Basis for Claim:

This claim is filed for rent, CAM charges, insurance and expenses which were unpaid as of November 10, 2008. Specifically, the unpaid charges are as follows:

a)	balance forward on account:	\$	7,278.57
b)	unpaid rent for November 2008:		40,622.26
c)	CAM charges incurred in 2008:		6,189.05
d)	insurance for 2008:		<u>5,658.00</u>
	TOTAL OUTSTANDING	\$	59,747.88

As of the date this Claim is filed we have yet to receive notice that Debtor has rejected the lease between Circuit City Stores, Inc. and Magna Trust Company, Trustee, under Trust Agreement dated January 26, 1995 and known as Trust No. 01-90-0182-00 ("Lease") (attached hereto), however, we reserve the right to file at a later date a proof of claim and/or request for payment of administrative expenses under 11 U.S.C. § 502 and 11 U.S.C. § 365, and reserve all other remedies available to us as the landlord of an unexpired lease.

3a. Debtor May Have Scheduled Account As:

We received six (6) separate proof of claim forms, all addressed to Magna Trust Company, Trustee of an Illinois title holding land trust, with the following NameIDs and PackIDs:

<u>NameID</u>	<u>PackID</u>
4980969	396533
4556792	230661
4556789	230662
4980971	396534
5068807	451913
4556795	230660

While all of the above forms name the same creditor, Magna Trust Company, Trustee, they contained different "C/O" names. The "C/O" names as listed on the different proof of claim forms and on Schedule F by the Debtor include the following:

Magna Trust Company, Trustee
C/O Circuit City Partnership
2144 S. Macarthur Blvd.
Springfield, IL 62704

And

Magna Trust Company, Trustee

Magna Trust Company Trustee

Attachment 1

Proof of Claim

Attn: Charles E. Rob [sic]
C/O Charles Robbins Realty
2144 SO. Macarthur Boulevard
Springfield, IL 62704

The correct name and address of the creditor where notices and payment should be sent is:

Magna Trust Company, Trustee
C/O Circuit City Partnership
Charles E. Robbins Realtor
2144 S. Macarthur Blvd.
Springfield, IL 62704

In light of the above, we are therefore only filing one (1) proof of claim form which will cover all claims of Magna Trust Company, Trustee and all proof of claim forms received with the above NameIDs and PackIDs.

7. Documents:

See the following attached documents that support the claim:

- a) Circuit City Partnership Customer Balance Detail as of January 29, 2009
- b) 2008 Insurance Statement
- c) 2008 CAM Statement
- d) Circuit City Partnership Transaction Detail by Account, January – December 2008

10:48 AM

01/29/09

Circuit City Partnership
Customer Balance Detail
 As of January 29, 2009

Type	Date	Num	Amount	Balance	
Payment	8/1/2008		-40,622.26	7,278.57	
Invoice	9/1/2008	178	40,622.26	47,900.83	
Payment	9/5/2008		-40,622.26	7,278.57	
Invoice	10/1/2008	179	40,622.26	47,900.83	
Payment	10/1/2008		-40,622.26	7,278.57	
Invoice	11/1/2008	180	40,622.26	47,900.83	
Invoice	12/1/2008	181	40,622.26	88,523.09	
Payment	12/8/2008	4581188	-40,622.26	47,900.83	
Invoice	1/1/2009	182	JAN. '09 RENT 40,622.26	88,523.09	← OPEN
Payment	1/5/2009	0004590748	-40,622.26	47,900.83	
Invoice	1/29/2009	183	2008 CAM REC. 6,189.05	54,089.88	← OPEN
Invoice	1/29/2009	184	INSUR. 5,658.00	59,747.88	← OPEN
Total Circuit City			46,811.31	59,747.88	
TOTAL			46,811.31	59,747.88	

January 29, 2009

Ms. Annette Vinniane
Circuit City Stores, Inc.
9954 Mayland Drive
Richmond, VA 23233

Re: Circuit City Store Location #3169

2008 INSURANCE STATEMENT		
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T.J. Nicoud & Company	\$	5,658.00
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TOTAL DUE FOR 2008 INSURANCE	\$	5,658.00
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Please remit payment to:
Charles Robbins Realtor
Commercial Division
2144 S. MacArthur Blvd.
Springfield, IL 62704

January 29, 2009

Ms. Annette Vinniane
Circuit City Stores, Inc.
9954 Mayland Drive
Richmond, VA 23233

Re: Circuit City Store Location #3169

2008 CAM STATEMENT		
Common Area Utilities	\$	8,229.90
Parking Lot Lighting (Maint./Repair)	\$	7,773.41
Landscaping	\$	5,475.99
Parking Lot Sweeping	\$	2,040.00
Miscellaneous Maint.	\$	2,116.56
Snow Removal	\$	6,882.23
Total 2008 CAM Charges	\$	32,518.09
5% Administration Fee	\$	1,625.90
	\$	34,143.99
Tenant % of Shopping Center		73.60%
	\$	25,129.98
Less credit for CAM Cap	\$	174.61
Less amount paid 1/01/08 - 12/31/08	\$	18,766.32
TOTAL DUE FOR 2008 CAM:	\$	6,189.05

Please remit payment to:

Charles Robbins Realtor
Commercial Division
2144 S. MacArthur Blvd.
Springfield, IL 62704

10:18 AM

01/29/09

Accrual Basis

Circuit City Partnership
Transaction Detail by Account
January through December 2008

DATE	NUM	NAME	MEMO	AMOUNT
CAM				
Electric	1742	Ryan Electric, Inc.	replace 1000 w bulbs	177.36
1/7/2008		CWLP	lighting	930.08
1/22/2008	Elec. read 1/16/08		lighting	904.33
2/21/2008	#026225240-00028959		replace light lamps	365.92
3/13/2008	1759	Ryan Electric, Inc.	parking lot lights	799.09
3/24/2008	1759	CWLP	Lamps/ballast replacement	4,255.27
3/24/2008	1760	Bendson Signs and Graphics, Inc.	parking lot lights	438.28
4/22/2008	1770	CWLP	parking lot lamps	177.36
5/19/2008	1775	Ryan Electric, Inc.	parking lot lights	505.34
5/30/2008	1777	CWLP	parking lot lights	651.46
6/23/2008	1782	CWLP	parking lot lights	602.35
7/12/2008	1789	CWLP	parking lot lights	528.04
9/2/2008	1797	CWLP	parking lot lights	1,844.50
9/2/2008	1799	Imperial Designs	relamp pylon sign	652.96
9/23/2008	1807	CWLP	parking lot lights	576.60
10/24/2008	1813	CWLP	parking lot lights	670.77
12/16/2008	1822	CWLP	parking lot lights	970.60
12/18/2008	1825	CWLP	parking lot lights	950.00
12/18/2008	1828	Imperial Designs	relamp pylon sign	16,003.31
Total Electric				
Landscaping				
1/8/2008	1743	Charles E. Robbins Property Manage...	clean up landscaping	34.50
3/24/2008	1761	Charles E. Robbins Property Manage...	trash pickup detention	0.84
4/4/2008	1764	Charles E. Robbins Property Manage...	remove plants at entrance	98.00
4/18/2008	1769	Trugreen Chemlawn	spring fertilizer/weed control	216.00
4/29/2008		Charles E. Robbins Property Manage...	detention trash	3.24
5/13/2008		Charles E. Robbins Property Manage...	detention mowing	4.08
5/13/2008	1773	Anderson Mowing	April Mowing	345.00
5/30/2008	1776	Charles E. Robbins Property Manage...	mowing detention	12.03
6/3/2008	1779	Anderson Mowing	May Mowing	345.00
6/11/2008	1781	Charles E. Robbins Property Manage...	trash bags	18.67
6/11/2008	1781	Charles E. Robbins Property Manage...	detention chemicals	7.34
6/11/2008	1781	Charles E. Robbins Property Manage...	detention mowing	13.41
6/11/2008	1781	Charles E. Robbins Property Manage...	detention chemicals	10.85
6/23/2008		Trugreen Chemlawn	summer crab/fertilizer	216.00
6/23/2008	1783	Charles E. Robbins Property Manage...	detention	31.56
6/23/2008		Charles E. Robbins Property Manage...	mowing roadways	165.00
7/7/2008	1786	Anderson Mowing	June Mowing	430.00
7/7/2008	1787	Charles E. Robbins Property Manage...	detention chemicals	8.44
7/7/2008	1788	Charles E. Robbins Property Manage...	mowing rear ditch	40.23
7/31/2008	1791	Charles E. Robbins Property Manage...	parking lot landscaping	199.50
7/31/2008	1791	Charles E. Robbins Property Manage...	detention	32.28
8/4/2008	1792	Anderson Mowing	July mowing	345.00
8/4/2008	1793	Trugreen Chemlawn	summer crab/fertilizer	216.00
8/12/2008	1795	Charles E. Robbins Property Manage...	mowing/tree trim	196.00
8/12/2008	1795	Charles E. Robbins Property Manage...	detention	30.11
9/2/2008	1798	Charles E. Robbins Property Manage...	detention mowing	45.29

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Accrual Basis

Circuit City Partnership
Transaction Detail by Account
January through December 2008

Date	Num	Name	Memo	Amount
9/2/2008	1796	Charles E. Robbins Property Manage...	trim bushes	65.79
9/3/2008	1800	Anderson Mowing	Aug Mowing	430.00
9/9/2008	1802	Charles E. Robbins Property Manage...	weed killer spray	45.22
9/16/2008	1803	Charles E. Robbins Property Manage...	detention mowing	4.08
9/16/2008	1803	Charles E. Robbins Property Manage...	trash bags	16.97
9/30/2008	1808	Charles E. Robbins Property Manage...	mowing detention	4.80
9/30/2008	1808	Charles E. Robbins Property Manage...	Pond Chemical	3.92
9/30/2008	1809	Charles E. Robbins Property Manage...	mowing	400.00
10/6/2008	1810	Trugreen Chemlawn	fall fertilizer	216.00
11/1/2008	1814	Anderson Mowing	Sept mowing	345.00
11/1/2008	1816	Anderson Mowing	Oct mowing	340.00
11/1/2008	1816	Charles E. Robbins Property Manage...	mowing detention	37.81
12/1/2008	1816	Charles E. Robbins Property Manage...	Mowing, trash bags	27.12
12/16/2008	1820	Dearduff Landscaping	trim and shape trees	388.00
12/16/2008	1821	Charles E. Robbins Property Manage...	mowing detention	1.91
12/16/2008	1823	Anderson Mowing	Nov Mowing	85.00
Total Landscaping				5,475.99
Maintenance				
1/8/2008	1743	Charles E. Robbins Property Manage...	roof maintenance	62.50
4/18/2008	1768	Charles E. Robbins Property Manage...	under payment	2.05
5/30/2008	1778	Design Roofing Systems, Inc.	checked roof	270.50
9/16/2008	1803	Charles E. Robbins Property Manage...	roof work	114.00
9/16/2008	1804	Design Roofing Systems, Inc.	checked roof	850.00
9/23/2008	1806	Shewin-Williams, Inc.	Calk wall crack	10.97
9/30/2008	1808	Charles E. Robbins Property Manage...	roof repair	377.00
10/22/2008	1812	Charles E. Robbins Property Manage...	roof repair	13.34
Total Maintenance				1,700.36
Parking lot				
1/7/2008	1741	Ron Furman's Commercial Sweeping...	Dec. Sweeping	160.00
1/17/2008	Trash Bags	Charles E. Robbins Property Manage...	trash bags	16.97
1/20/2008	Maint. 1/07 - 20/08	Charles E. Robbins Property Manage...	trash pickup in parking lot	54.34
1/31/2008	Inv. #7307	Ron Furman's Commercial Sweeping...	January sweeping	160.00
2/2/2008	Jan. 08 Lowe's purch	Charles E. Robbins Property Manage...	pothole filler	23.66
2/3/2008	Maint. 1/21 - 2/3/08	Charles E. Robbins Property Manage...	trash pickup	13.15
2/3/2008	Maint. 1/21 - 2/3/08	Charles E. Robbins Property Manage...	fill pot holes in parking lot	14.73
3/13/2008	1754	Ron Furman's Commercial Sweeping...	Feb sweeping	160.00
4/11/2008	1766	Ron Furman's Commercial Sweeping...	Mar. Sweeping	160.00
4/18/2008	1768	Charles E. Robbins Property Manage...	asphalt patch for hole	13.99
5/13/2008	1772	Ron Furman's Commercial Sweeping...	April sweeping	200.00
6/11/2008	1780	Ron Furman's Commercial Sweeping...	May sweeping	160.00
7/7/2008	1785	Ron Furman's Commercial Sweeping...	June sweeping	160.00
8/5/2008	1794	Ron Furman's Commercial Sweeping...	July Parking	200.00
8/12/2008	1795	Charles E. Robbins Property Manage...	asphalt patching	139.86
9/9/2008	1801	Ron Furman's Commercial Sweeping...	August Sweeping	160.00
9/30/2008	1808	Charles E. Robbins Property Manage...	ice melt labor	34.00
10/6/2008	1811	Ron Furman's Commercial Sweeping...	September sweeping	200.00
11/1/2008	1815	Ron Furman's Commercial Sweeping...	October sweeping	160.00

Circuit City Partnership
Transaction Detail by Account
 January through December 2008

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 01/29/09
 Accrual Basis

Date	Num	Name	Memo	Amount
12/16/2008	1819	Ron Furman's Commercial Sweeping...	November sweeping	160.00
12/16/2008	1821	Charles E. Robbins Property Manage...	snow/ice walks	105.50
Total Parking lot				2,456.20
Snow Removal				
1/2/2008	1740	Charles E. Robbins Property Manage...	salt purchase	34.86
1/8/2008	1743	Charles E. Robbins Property Manage...	salt for snow/ice	55.00
1/14/2008		Charles E. Robbins Property Manage...	Ice Melt reimbursement	17.43
1/16/2008		Charles E. Robbins Property Manage...	Ice Melt	15.34
1/24/2008		Charles E. Robbins Property Manage...	Reimb. for Ice Melt	69.17
1/30/2008		Charles E. Robbins Property Manage...	Ice Melt reimb.	62.66
1/31/2008		J. Duval Snow Removal Co.	Jan 17, 24, 29, 30/2008 Spread l...	670.00
2/3/2008		Charles E. Robbins Property Manage...	snow on sidewalks	457.62
2/6/2008		J. Duval Snow Removal Co.	1/31/08 1.5 hrs. opening entran...	1,050.00
2/15/2008		Charles E. Robbins Property Manage...	Ice Melt purchased	32.05
3/13/2008	1753	J. Duval Snow Removal Co.	2/22 2/28 3/5	1,835.00
3/13/2008		Charles E. Robbins Property Manage...	Ice Melt purchased	25.21
3/13/2008		Charles E. Robbins Property Manage...	sidewalk snow 2/22 2/28	180.00
3/13/2008		Charles E. Robbins Property Manage...	ice melt	32.32
3/13/2008		Charles E. Robbins Property Manage...	ice melt	47.19
3/24/2008	1761	Charles E. Robbins Property Manage...	salt for snow/ice 3/05/08	378.50
9/23/2008	1805	Charles E. Robbins Property Manage...	Salt for winter	484.88
12/9/2008	1818	J. Duval Snow Removal Co.	spread ice melt 12/4/08	260.00
12/18/2008	1826	J. Duval Snow Removal Co.	spread ice melt 12/10-15/16/17	1,175.00
Total Snow Removal				6,882.23
Total CAM				32,518.09
Insurance				
General Commercial				5,658.00
12/16/2008	1824	T. J. Nicoud & Company, LLC	2009 Insurance	5,658.00
Total General Commercial				5,658.00
Total Insurance				5,658.00
TOTAL				38,176.09

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Circuit City Partnership
Customer Balance Detail
 As of January 29, 2009

Type	Date	Num	Amount	Balance
Circuit City				12,936.57
Invoice	1/1/2006	140	37,071.50	50,008.07
Payment	1/1/2006	4130587	-37,071.50	12,936.57
Invoice	2/1/2006	141	40,622.26	53,558.83
Payment	2/1/2006	4149370	-40,622.26	12,936.57
Invoice	3/1/2006	143	40,622.26	53,558.83
Payment	3/6/2006		-40,622.26	12,936.57
Invoice	4/1/2006	144	40,622.26	53,558.83
Payment	4/1/2006		-40,622.26	12,936.57
Invoice	5/1/2006	145	40,622.26	53,558.83
Payment	5/1/2006	4191590	-40,622.26	12,936.57
Invoice	6/1/2006	146	40,622.26	53,558.83
Payment	6/1/2006	4204442	-40,622.26	12,936.57
Invoice	7/1/2006	147	40,622.26	53,558.83
Payment	7/1/2006		-40,622.26	12,936.57
Invoice	8/1/2006	148	40,622.26	53,558.83
Payment	8/1/2006	4232470	-40,622.26	12,936.57
Invoice	9/1/2006	149	40,622.26	53,558.83
Payment	9/1/2006	4248796	-40,622.26	12,936.57
Invoice	10/1/2006	150	40,622.26	53,558.83
Payment	10/2/2006		-40,622.26	12,936.57
Invoice	11/1/2006	151	40,622.26	53,558.83
Payment	11/1/2006		-40,622.26	12,936.57
Invoice	12/1/2006	152	40,622.26	53,558.83
Payment	12/1/2006		-40,622.26	12,936.57
Invoice	1/1/2007	153	40,622.26	53,558.83
Payment	1/1/2007		-40,622.26	12,936.57
Invoice	2/1/2007	154	40,622.26	53,558.83
Payment	2/8/2007		-40,622.26	12,936.57
Invoice	3/1/2007	155	40,622.26	53,558.83
Payment	3/5/2007	4333688	-40,622.26	12,936.57
Invoice	4/1/2007	156	40,622.26	53,558.83
Payment	4/2/2007		-11,952.35	41,606.48
Payment	4/2/2007		-40,622.26	984.22
Invoice	4/11/2007	157	11,952.35	12,936.57
Payment	4/30/2007		-40,622.26	-27,685.69
Invoice	5/1/2007	158	40,622.26	12,936.57
Invoice	6/1/2007	159	40,622.26	53,558.83
Payment	6/1/2007	4371253	-40,622.26	12,936.57
Invoice	7/1/2007	160	40,622.26	53,558.83
Payment	7/1/2007	004384006	-40,622.26	12,936.57
Invoice	8/1/2007	162	40,622.26	53,558.83
Payment	8/1/2007		-40,622.26	12,936.57
Invoice	9/1/2007	163	40,622.26	53,558.83
Payment	9/4/2007		-40,622.26	12,936.57
Invoice	10/1/2007	164	40,622.26	53,558.83
Payment	10/1/2007	4418841	-40,622.26	12,936.57
Invoice	11/1/2007	165	40,622.26	53,558.83
Payment	11/1/2007	4425049	-40,622.26	12,936.57
Payment	11/26/2007		-40,622.26	-27,685.69
Invoice	12/1/2007	166	40,622.26	12,936.57
Invoice	1/1/2008	167	40,622.26	53,558.83
Payment	1/1/2008		-40,622.26	12,936.57
Invoice	1/8/2008	170	2,252.78	15,189.35
Payment	1/29/2008		-40,622.26	-25,432.91
Invoice	2/1/2008	168	40,622.26	15,189.35
Payment	2/4/2008		-7,910.78	7,278.57
Invoice	3/1/2008	169	40,622.26	47,900.83
Payment	3/6/2008		-40,622.26	7,278.57
Invoice	4/1/2008	171	40,622.26	47,900.83
Payment	4/1/2008		-40,622.26	7,278.57
Invoice	5/1/2008	173	40,622.26	47,900.83
Payment	5/1/2008		-40,622.26	7,278.57
Invoice	6/1/2008	174	40,622.26	47,900.83
Payment	6/1/2008		-40,622.26	7,278.57
Invoice	7/1/2008	176	40,622.26	47,900.83
Payment	7/7/2008		-40,622.26	7,278.57
Invoice	8/1/2008	177	40,622.26	47,900.83

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Emily Cour
Sorling law Firm
607 East Adams, Suite 800
Springfield, IL 62701



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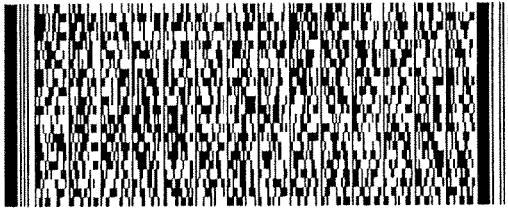
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Invoice #
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Dept #

SHIP TO: (310) 823-9000 BILL SENDER
Kurtzman Carson Consultants LLC
Circuit City Stores, Inc.
2335 Alaska Avenue

El Segundo, CA 90245

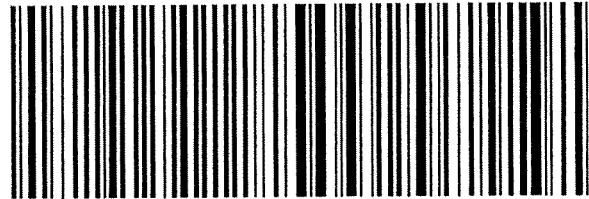
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Telephone: 217-544-1144
Co-counsel for Magna Trust Company, Trustee

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:

CIRCUIT CITY STORES, INC., *et al.*,

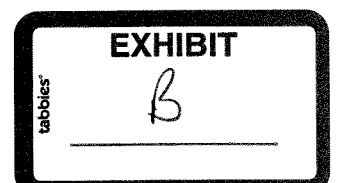
Debtors.

Case No. 08-35653-KRH
Chapter 11
Jointly Administered

**ADMINISTRATIVE CLAIM REQUEST OF MAGNA TRUST COMPANY, TRUSTEE
FOR ALLOWANCE AND
PAYMENT OF ADMINISTRATIVE EXPENSES FROM CIRCUIT CITY STORES, INC.**

Magna Trust Company¹, Trustee (the "Magna Trust"), a party in interest herein, by counsel, hereby requests allowance and payment of its administrative claim against the estate of Circuit City Stores, Inc., pursuant to 11 U.S.C. §§ 365(d)(3), 503(b) and 507(a)(2) and the Order Setting Administrative Bar Date and Procedures for filing and Objecting to Administrative Expense Requests entered by this Court on May 15, 2009 [Docket No. 3354] (the "Application"). In support of its Application, Magna Trust states the following:

¹ Magna Trust Company merged into Regions Bank subsequent to the execution of the below mentioned Lease, and, as a result Regions Bank is now trustee of this Illinois title holding land trust.



1. This Court has jurisdiction over the subject matter of the Application pursuant to 28 U.S.C. §§ 157(b) and 1334 (b). This is a core proceeding arising pursuant to 28 U.S.C. § 157(b)(2)(A) and (B). Venue is proper in this Court pursuant to 28 U.S.C. § 1409(a).

2. The statutory bases for the relief requested in the Application are §§ 365(d)(3), 503(b) and 507(a)(2) of the United States Bankruptcy Code (the “Code”).

Background

3. On November 10, 2008 (the “Petition Date”), Circuit City Stores, Inc. and its affiliated debtors (the “Debtors”) filed a voluntary petition under Chapter 11 of the Bankruptcy Code in this Court. The Debtors continued to operate their business and properties as debtors-in-possession.

4. Pursuant to a Lease Agreement dated March 8, 1995 between Circuit City Stores, Inc. and Magna Trust Company, Trustee, under Trust Agreement dated January 26, 1995 and known as Trust No. 01-90-0182-00 (the “Lease”), Circuit City Stores, Inc. leased from Magna Trust real property located at the Southwest Plaza Shopping Center, Springfield, Illinois, as more fully defined in the Lease (the “Premises”). A copy of the Lease is attached hereto as **Exhibit A**.

5. Pursuant to the *Notice of Rejection of Unexpired Leases and Abandonment of Property* (Docket No. 2419) filed on March 4, 2009, the Debtors rejected the Lease effective March 11, 2009 (the “Rejection Date”). At all times from the date of filing of the Debtors’ petition, to the Rejection Date, which was 121 days, the Debtors maintained and enjoyed possession of the Premises. The use and enjoyment of the Premises provided a benefit to the Debtors by providing them with an additional outlet through which to market and sell their assets.

6. Under the terms of the Lease, the Debtors were required to pay to Magna Trust the following: base minimum monthly rent, taxes, common area maintenance charges (“CAM”), insurance and other costs and charges. *See, e.g.*, Lease ¶ 4, 7, and 9. In addition, pursuant to paragraph 36(e) of the Lease, Debtors are obligated to pay attorneys’ fees and costs incurred by Magna Trust in defending its rights under the Lease.

7. Since the Petition Date, the Debtors have failed to pay Magna Trust the above-referenced expenses due and owing under the terms of the Lease. To that end, Magna Trust has incurred damages related to lost rent, CAM, insurance and taxes. The total amount owed by the Debtors for the 121 days it occupied and enjoyed the Premises post-petition, pre-rejection, is \$70,137.54. The amount due consists of the following:

(1) Rent: November 11 through November 30, 2008	\$ 27,081.51
(2) CAM & Insurance: Nov. 11 through Dec. 31, 2008	1,683.19
(3) CAM & Insurance: Jan. 1 through March 11, 2009	2,272.04
(4) Real Estate Taxes: Nov. 11 through December 31, 2008	11,986.22
(5) Real Estate Taxes: January 1 through March 11, 2009	16,179.50
(6) Attorneys fees in defense of rights under the Lease	\$ 10,935.08

TOTAL ADMINISTRATIVE CLAIM : **\$70,137.54**

8. Under 11 U.S.C. § 503(b)(1) creditors are allowed, as administrative expenses, the “actual, necessary costs and expenses of preserving the estate . . .” In order to ease the burden and reduce the costs to landlords, Congress enacted 11 U.S.C. § 365(d)(3). *In re Circuit City Stores, Inc.* 2009 Bankr. LEXIS 672 (Bankr. E.D. Va. 2009) *citing Santa Ana best Plaza, Ltd. v. Best Prods. Co. (In re Best Prods. Co.)*, 206 B.R. 404, 406.

9. Pursuant to 11 U.S.C. § 365(d)(3), the Debtors are required to “timely perform all obligations of the debtor . . . arising from and after the order for relief under any unexpired lease of non-residential real property, until such lease is assumed or rejected, notwithstanding § 503(b)(1) . . .” In addition, this Court has held that, when properly asserted, “a lessor is entitled

to recover all payments due under the lease (including rent, taxes, interest, late fees, and attorney's fees) as an administrative expense" *In re Circuit City Stores, Inc.*, 2009 Bankr. LEXIS 672, *15-16 (Bankr. E.D. Va. 2009) citing *In re CIT Commc'ns Fin. Corp. v. Midway Airlines Corp.* (*In re Midway Airlines Corp.*), 406 F.3d 229, 235 (4th Cir. 2005).

10. Furthermore, in regards to a landlord's entitlement to administrative expense priority in claims such as this, this Court, applying the accrual method, has noted that "[a]nything accruing after the entry [of] the order for relief is a post-petition charge that may be elevated to administrative priority under 11 U.S.C. § 507(a). *In re Circuit City Stores, Inc.*, 2009 Bankr. LEXIS 672 at *14, citing *In re Trak Auto*, 277 B.R. 655, 664 (Bankr. E.D. Va. 2002). In order to receive administrative priority under § 507, the lessor no longer needs to show that "debtor's continued possession of its space is a benefit to the estate." *In re Circuit City Stores, Inc.*, 2009 Bankr. LEXIS 672 at *15 citing *In re Trak Auto Corp.*, 277 B.R. at 665. In addition, § 507(a)(2) does not require that a landlord show "the debtor's continued possession of its space is a benefit to the estate." *In re Circuit City Stores, Inc.*, 2009 Bankr. LEXIS 672 at *15 citing *In re Trak Auto Corp.*, 277 B.R. at 665.

11. In this case, the rent, CAM and taxes are all obligations which arose under and pursuant to the terms of the Lease. Therefore, in accordance with § 365(d)(3), Magna Trust is entitled to recover those expenses. In addition, the costs are entitled to administrative expense priority in accordance with §§ 503(b) and 507(a)(2) and this Court's prior ruling.

WHEREFORE, and based on the above, and any hearing hereon, Magna Trust, respectfully requests an administrative expense claim in the amount of \$70,137.54 in the estate of Circuit City Stores, Inc., as more fully referenced in the above-captioned case.

Dated: Richmond, Virginia
June 19, 2009

Respectfully submitted,

KUTAK ROCK LLP

Peter J. Barrett (Va. Bar No. 46179)
Kimberly A. Pierro (Va. Bar No. 71362)
1111 East Main Street, Suite 800
Richmond, Virginia 23219
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**SORLING, NORTHRUP, HANNA, CULLEN &
COCHRAN, LTD.**

R. Lee Allen, Esq. (*admitted pro hac vice*)
Emily B. Cour, Esq.
Suite 800 Illinois Building
P.O. Box 5131
Springfield, Illinois 62705
Telephone: 217-544-1144
Co-counsel for Magna Trust Company, Trustee

CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury that on June 19, 2009, an original copy of the foregoing Administrative Claim Request was sent via overnight delivery to:

Circuit City Stores, Inc., et al.
Claims Processing Dept.
Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90245

Counsel

NAME OF CREDITOR: Magna Trust Company is now Regions Bank.

2. BASIS FOR CLAIM:

This claim is filed for damages arising from the rejection of the lease between Circuit City Stores, Inc. and Magna Trust Company, Trustee ("Landlord"), under Trust Agreement dated January 26, 1995 and known as Trust No. 01-90-0182-00 ("Lease") (attached hereto). Pursuant to the Lease, Circuit City Stores, Inc., as Tenant, was obligated to pay in equal monthly installments Base Rent plus Additional Rent totaling Forty Thousand Six Hundred Twenty-Two and 26/100 (\$40,622.26) per month. The Lease was rejected by Tenant on March 11, 2009. Specifically, the damages arising from rejection of the Lease, as well as damages which remain outstanding, are as follows:

I. Organized By Specific Type of Damage:

a) Rent Damages:

(1) November 1 through November 10, 2008	\$ 13,540.75
(3) November 11 through November 30, 2008	27,081.51
(4) March 12 through March 31, 2009	26,207.91
(5) April 2009 through November 2009	<u>324,978.08</u>

TOTAL RENT DAMAGES: \$ 391,808.25

b) CAM & Insurance Damages:

(1) January 1, 2008 through November 10, 2008	\$ 10,163.86
(2) November 11, 2008 through December 31, 2008	1,683.19
(3) January 1, 2009 through March 11, 2009 (based on CAM & Insurance for 2008)	<u>2,272.04</u>

TOTAL CAM & INSURANCE: \$ 14,119.09

c) Real Estate Tax Damages:

(1) January 1, 2008 through November 10, 2008	\$ 72,378.34
(2) November 11, 2008 through December 31, 2008	11,986.22
(3) January 1, 2009 through March 11, 2009 (based on real estate taxes for 2008)	<u>16,179.50</u>

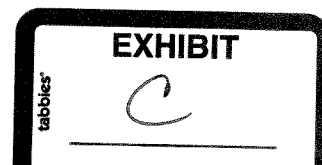
TOTAL REAL ESTATE TAX: \$ 100,544.06

d) Other Damages:

(1) Balance Forward on Account:	\$ 7,278.57
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TOTAL OTHER DAMAGES: \$ 7,278.57

TOTAL DAMAGES: \$ 513,749.97



II. Damages Organized by Pre-Petition, Administrative and Following Rejection

a) Pre-Petition Damages:

(1) Rent: November 1 through November 10, 2008	\$ 13,540.75
(2) CAM & Insurance: Jan. 1 through Nov. 10, 2008	10,163.86
(3) Real Estate Taxes: January 1 through Nov, 10, 2008	72,378.34
(4) Balance forward on Account	<u>7,278.57</u>

TOTAL PRE-PETITION DAMAGES: \$103,361.52

b) Administrative Damages/Claims:

(1) Rent: November 11 through November 30, 2008	\$ 27,081.51
(2) CAM & Insurance: Nov. 11 through Dec. 31, 2008	1,683.19
(3) CAM & Insurance: Jan. 1 through March 11, 2009	2,272.04
(4) Real Estate Taxes: Nov. 11 through December 31, 2008	11,986.22
(5) Real Estate Taxes: January 1 through March 11, 2009	<u>16,179.50</u>

TOTAL ADMINISTRATIVE DAMAGES: \$ 59,202.46

c) Lease Rejection Damages:

(1) Rent: March 12 through March 31, 2009	\$ 26,207.91
(2) Rent: April 2009 through November 2009	<u>324,978.08</u>

TOTAL LEASE REJECTION DAMAGES: \$351,185.99

TOTAL DAMAGES: \$513,749.97

5. AMOUNT OF CLAIM ENTITLED TO PRIORITY

Landlord has a claim for administrative expenses pursuant to 11 U.S.C. §503(b)(1) for the following: Post-petition administrative rent from November 11, 2008 through November 30, 2008 ("Stub Rent"), CAM & Insurance expenses from November 11, 2008 through March 11, 2009, and Real Estate Taxes from November 11, 2008 through March 11, 2009. Together, these administrative expenses total Fifty-Nine Thousand Two Hundred Two Dollars and Forty-Six Cents (\$59,202.46). Administrative claims under 11 U.S.C. § 503(b)(1) are entitled to priority status according to 11 U.S.C. § 507(a)(2) and should be paid immediately.

7. **DOCUMENTS:**

See the following attached documents that support the claim:

- a) Lease between Circuit City Stores, Inc. and Magna Trust Company, Trustee, dated March 8, 1995 (Exhibit A)
- b) Circuit City Partnership Customer Balance Detail as of April 1, 2009 (Exhibit B)
- c) 2008 Insurance Statement (Exhibit C)
- d) 2008 CAM Statement (Exhibit D)
- e) Circuit City Partnership Transaction Detail by Account, January – December 2008 (Exhibit E)
- f) Real Estate Tax Assessment Details for 2008 taxes payable in 2009 (Exhibit F)